

JOHN N. HUGHES
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124 WEST TODD STREET
FRANKFORT, KENTUCKY 40601

(502) 227-7270
March 15, 2004

RECEIVED

MAR 15 2004

PUBLIC SERVICE
COMMISSION

Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

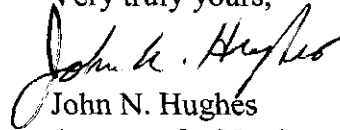
Re: Case 2003-0430

Dear Mr. Dorman:

In response to the Commission's Order of December 29, 2003, Northern Kentucky Water District notifies the Commission that it acquired Taylor Mill's water system effective March 8, 2004. Attached are copies of the General Warranty Deed and Bill of Sale and Assignment.

A copy of this letter has been provided to the Attorney General.

Very truly yours,



John N. Hughes
Attorney for Northern
Kentucky Water District

attachments

GENERAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

That CITY OF TAYLOR MILL, KENTON COUNTY, KENTUCKY, a municipal corporation and city of the fourth (4th) class, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, to it paid by the Grantee herein, the receipt of which is hereby acknowledged, does hereby BARGAIN, SELL, AND CONVEY to:

NORTHERN KENTUCKY WATER DISTRICT, a water district formed and operating under Chapter 74 of the Kentucky Revised Statutes, its successors and assigns forever, the following described Real Estate, in the County of Kenton and Commonwealth of Kentucky, to wit:

PIDN: 059-30-00-122.00

Present Street Address: 5901 Taylor Mill Road, Taylor Mill, Kentucky 41015

Legal Description: See attached Exhibit A.

Together with all the PRIVILEGES AND APPURTENANCES to the same belonging.

TO HAVE AND TO HOLD the same to the said Northern Kentucky Water District, its successors and assigns forever, the Grantor, its successors and assigns, HEREBY COVENANTING with the Grantee, its successors and assigns, that the TITLE so conveyed is CLEAR, FREE AND UNINCUMBERED, and that Grantor will WARRANT AND DEFEND the same against all legal claims whatsoever.

IN WITNESS WHEREOF, the said Grantor, City of Taylor Mill, Kenton County, Kentucky, by Mark Kreimborg, known to me to be the Mayor of the City of Taylor Mill, Kenton County, Kentucky, on behalf of the municipal corporation, having been duly authorized to do so, hereunto sets his hand, this 7th day of March in the year 2004.

City of Taylor Mill, Kenton County, Kentucky

By: Mark Kreimborg
Mark Kreimborg, Mayor

STATE OF KENTUCKY
COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 8th day of March, 2004, by Mark Kreimborg, known to me to be the Mayor of the City of Taylor Mill, Kenton County, Kentucky, a municipal corporation and city of the fourth (4th) class, on behalf of the corporation.



Brian C. Duffman
Notary Public
State of Large, Kentucky
My Commission Expires Feb. 22, 2006

Brian C. Duffman
Notary Public
My Commission Expires: 2/17/06

DEED CERTIFICATION

We, the City of Taylor Mill, Kenton County, Kentucky, a municipal corporation and City of the Fourth (4th) Class having a mailing address of 5225 Taylor Mill Road, Taylor Mill, Kentucky 41015, Grantor, and Northern Kentucky Water District, a water district formed and operating under Chapter 74 of the Kentucky Revised Statutes having a mailing address of 100 Aqua Drive, PO Box 220, Cold Spring, Kentucky 41076, Grantee, do hereby certify, pursuant to KRS Chapter 382, that the property herein conveyed is transferred for nominal value and that the fair market value of such property is \$1,100.00. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five

EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION OF 0.086 ACRE
TO BE CONVEYED BY
THE CITY OF TAYLOR MILL

Located in Kenton County, Kentucky, lying on the west side of Taylor Mill Road (Kentucky Highway 16) approximately 0.15 mile south of Clover Drive and is more particularly described as follows:

Beginning at an iron pin (set) at the most northerly common corner of the City of Taylor Mill (Deed Book 125, page 28) and the Kenton County School District Finance Corporation (O.R.B. 1-102, page 86) and in the south line of John Bell (Deed Book 229, page 190); thence with the common line of the City of Taylor Mill and the Kenton County School District Finance Corporation S 37-35-32 W 69.11 feet to an iron pin (set); thence N 63-58-00 W 69.00 feet to an iron pin (set) in the east line of Lot 11 of the Clover Meadows Subdivision (Plat Slide A-98); thence with the common line of the City of Taylor Mill and the Clover Meadows Subdivision N 50-35-00 E 59.00 feet to an existing iron pin at the common corner of the City of Taylor Mill and John Bell; thence with the common line of the City of Taylor Mill and John Bell S 77-30-00 W 60.00 feet to the point of beginning containing 0.086 acre and being subject to all right-of-ways and easements of record.

Also with the right of use of an existing 15.00 feet wide access easement which is more particularly described as follows:

Beginning at an iron pin (set) at the most northerly common corner of the City of Taylor Mill (Deed Book 125, page 28) and the Kenton County School District Finance Corporation (O.R.B. 1-102, page 86) and in the south line of John Bell (Deed Book 229, page 190); thence with the common line of the Kenton County School District Finance Corporation and Bell S 77-30-00 W 284.10 feet to a point in the west right-of-way line of Taylor Mill Road, 25.00 feet as measured perpendicular to the centerline; thence with said right-of-way line S 01-19-09 W 15.29 feet to a point; thence leaving said right-of-way line N 77-30-00 W 294.08 feet to a point; thence N 37-35-32 E 18.56 feet to the point of beginning.

The above property formerly being described by prior survey as follows, and being one and the same as the property described above:

Being a small parcel of real estate lying in Kenton County, Kentucky, on the East side of Taylor Mill, and more particularly described as follows:

Beginning at a point in the common line between the Grantors herein and Cecil Bates, said point being N. 77° 30' W. 284.1 feet East of the East right of way line of Taylor Mill Road as measured along the common line between the Grantors herein and Cecil Bates; thence, from this point of beginning N. 77° 30' W. 60 feet to the Grantors and Bates corner; thence with the line of the Grantors S. 50° 35' W. 59 feet to a point common corner with the Kenton County Board of Education property; thence S. 63° 58' E. 69 feet along the common line between the Grantors and the Kenton County Board of Education; thence in a straight line in a northerly direction to the point of beginning, together with an easement from the parcel of real estate conveyed herein to Taylor Mill Road fifteen (15) feet wide along the Grantors remaining real estate and the real estate of Cecil Bates. This easement is given for the right of ingress and egress for the parcel herein conveyed and also to allow construction and maintenance of water mains from Taylor Mill Highway to the real estate conveyed herein.

Being the same property conveyed to the City of Taylor Mill by deed recorded in Deed Book 125, page 28, in the Kenton County Clerk's Office at Independence, Kentucky.

years imprisonment and fines up to \$10,000.

City of Taylor Mill, Kenton County, Kentucky

By: Mark Kreimborg
Mark Kreimborg, Mayor

Northern Kentucky Water District

By: Douglas C. Wagner
Douglas C. Wagner, Chairman

STATE OF KENTUCKY
COUNTY OF KENTON

Subscribed and sworn to before me this 8th day of March, 2004, by Mark Kreimborg, known to me to be the Mayor of the City of Taylor Mill, Kenton County, Kentucky, a municipal corporation and city of the fourth (4th) class, on behalf of said corporation



Brian C. Dunham
Notary Public
State at Large, Kentucky
My Commission Expires Feb. 17, 2006

Brian C. Dunham
Notary Public
My Commission Expires: 2/17/06

STATE OF KENTUCKY
COUNTY OF KENTON

Subscribed and sworn to before me this 8th day of March, 2004, by Douglas C. Wagner, known to me to be the Chairman of the Northern Kentucky Water District, a water district formed and operating under Chapter 74 of the Kentucky Revised Statutes, on behalf of the Northern Kentucky Water District



Brian C. Dunham
Notary Public
State at Large, Kentucky
My Commission Expires Feb. 17, 2006

Brian C. Dunham
Notary Public
My Commission Expires: 2/17/06

This Instrument prepared by
and return after recording to:

Brian C. Dunham
Brian C. Dunham
Hemmer Spoor Pangburn DeFrank PLLC
250 Grandview Drive, Suite 200
Ft. Mitchell, Kentucky 41017
(859) 344-1188

BILL OF SALE AND GENERAL ASSIGNMENT

This Bill of Sale and General Assignment is made as of March 8, 2004 by and between the City of Taylor Mill, Kentucky (hereinafter "Taylor Mill") and the Northern Kentucky Water District (hereinafter the "District"). This Bill of Sale and General Assignment is made pursuant to and in accordance with the Asset Acquisition Agreement by and between Taylor Mill and the District dated as of November 11, 2003 (hereinafter the "Agreement").

KNOW ALL BY THESE PRESENTS:

FOR AND IN CONSIDERATION of a portion of the Purchase Price specified in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Taylor Mill, Taylor Mill does hereby SELL, CONVEY, GRANT, ASSIGN AND TRANSFER to the District all of Taylor Mill's rights, benefits, privileges, titles and interests in and to the following assets and items, effective as of the date first above written:

- (a) All of the immovable tangible personal property of Taylor Mill that is used in the operation of the Taylor Mill Water System, including, without limitation, all water lines, fire hydrants, tanks, pipes, valves, meters and other facilities and appurtenances for the distribution of water both within and outside the boundaries of the City of Taylor Mill (hereinafter the "Taylor Mill System"); and
- (b) All permits, licenses and other approvals, issued by any federal, state or local governmental entity (to the extent permitted by law), which relate to the business, ownership or operations of the Taylor Mill System; and
- (c) All easements and licenses of Taylor Mill, whether recorded or unrecorded, for the use of real estate that is in any way related to the distribution of water.

TO HAVE AND TO HOLD all of the above described assets and items unto the District, its successors and assigns forever.

Taylor Mill covenants, represents and agrees to and with the District and the District's successors and assigns that it possesses good, valid and marketable title to all the above described assets and items, free and clear of all mortgages, pledges, security interest, liens, claims, restrictions and other encumbrances; that it will warrant and defend the same against the claims and demands of all persons whomsoever; that it possess the full right, power and authority to enter into and execute this Bill of Sale and General Assignment, and that it shall, without any further consideration, execute and deliver to the District such other instruments of transfer and assignment and take such other action as the District may request for the purpose of more effectively vesting in the District all of Taylor Mill's rights, benefits, privileges, titles and interests to the above described assets and items.

IN WITNESS WHEREOF, Taylor Mill and the District have caused this instrument to be executed by their duly authorized representatives.

CITY OF TAYLOR MILL

NORTHERN KENTUCKY WATER DISTRICT

By: Mark Kreimborg
Mark Kreimborg, Mayor

By: Douglas C. Wagner
Douglas C. Wagner, Chairman

COMMONWEALTH OF KENTUCKY)
COUNTY OF KENTON)SS:
)

The foregoing instrument was acknowledged before me this 5th day of March, 2004 by Mark Kreimborg, Mayor of the City of Taylor Mill, on behalf of the City of Taylor Mill.



COMMONWEALTH OF KENTUCKY)
COUNTY OF KENTON)SS:
)

Brian C. Dunham
Notary Public
My Commission Expires: 2/17/06

The foregoing instrument was acknowledged before me this 5th day of March, 2004 by Douglas C. Wagner, Chairman of the Northern Kentucky Water District, on behalf of the Northern Kentucky Water District.



Brian C. Dunham
Notary Public
State at Large, Kentucky
My Commission Expires Feb. 17, 2006

Brian C. Dunham
Notary Public
My Commission Expires: 2/17/06